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SUDAN



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Agreement

between the Government of the
United Kingdom of Great Britain and Northern Ireland
and the Government of the
Democratic Republic of the Sudan
concerning the
Provision of certain Technical Assistance
by the United Kingdom

Khartoum, 4 April 1970

[The Agreement entered into force on 14 November 1970]

*Presented to Parliament
by the Secretary of State for Foreign and Commonwealth Affairs
by Command of Her Majesty
February 1971*

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AGREEMENT
BETWEEN THE GOVERNMENT OF THE UNITED KINGDOM OF
GREAT BRITAIN AND NORTHERN IRELAND AND THE
GOVERNMENT OF THE DEMOCRATIC REPUBLIC OF THE
SUDAN CONCERNING THE PROVISION OF CERTAIN
TECHNICAL ASSISTANCE BY THE UNITED KINGDOM

The Government of the United Kingdom of Great Britain and Northern Ireland and the Government of the Democratic Republic of the Sudan;

Desiring to further the existing cordial relations between their two countries and to establish a general plan to facilitate the provision of United Kingdom technical assistance;

Have agreed as follows:

ARTICLE I

(1) The Government of the United Kingdom shall, at their discretion and subject to the necessary finance being available, provide technical assistance designed to promote the economic and social development of the Democratic Republic of the Sudan under Technical Assistance for Non-Commonwealth Africa and for research purposes.

(2) The Government of the United Kingdom may offer technical assistance within the general scope of this Agreement on different terms if such appear to them to be warranted in any individual case. In such an event the terms to be applied to that case shall be decided by the two Governments.

(3) Technical assistance within the scope of this Agreement shall be provided in response to requests made by the Ministry of Planning of the Democratic Republic of the Sudan through the British Embassy in Khartoum.

BRITISH COUNCIL

ARTICLE II

(1) The British Council shall be the competent agency to carry out the provisions of this Agreement so far as they relate to educational, scientific and cultural projects.

(2) The Government of the Democratic Republic of the Sudan shall receive a Representative and staff designated by the British Council to discharge the educational, cultural and scientific responsibilities and activities recognised by the Government of the Democratic Republic of the Sudan to be within the competence of the British Council. The remuneration and expenses of the Representative and his staff shall be wholly borne by the British Council.

(3) (a) The Government of the Democratic Republic of the Sudan shall grant to the Representative, and to an agreed number of United Kingdom based members of his staff and to their respective families:

(i) exemption on first entering the Democratic Republic of the Sudan from all customs duty or import tax on all agreed personal and household effects, including a private motor vehicle;

(ii) exemption from income tax and other tax or levies on all remuneration or earnings received from United Kingdom sources;

(iii) the exemptions, immunities and facilities referred to in Article XVI of this Agreement.

(b) The exemptions, immunities and facilities referred to in the preceding sub-paragraph shall also extend to any persons employed on the staff of the British Council (and their families) who are seconded for service with the Government of the Democratic Republic of the Sudan, or Sudanese institutions, provided that such persons are not on contract to the British Council for a term of less than one year.

(4) The Government of the Democratic Republic of the Sudan shall give every facility for the importation by the British Council without the payment of customs duty or import tax of all material and educational equipment (including motor vehicles required for its official use).

(5) Teachers recruited by the British Council for service with the Government of the Democratic Republic of the Sudan or Sudanese institutions shall have, *mutatis mutandis*, the same rights, obligations, exemptions, immunities and facilities as long-term technical assistance officers provided under Article VI of this Agreement.

TRAINING

ARTICLE III

Training in the United Kingdom provided for by this Agreement shall be subject to the availability of suitable places and shall normally be granted to persons who are citizens of the Democratic Republic of the Sudan, nominated or sponsored by the Government of the Democratic Republic of the Sudan. Technical and practical training shall be provided so far as is possible at professional, post-graduate or similar advanced level. Such training shall not normally be of less than 3 months' or more than 3 years' duration.

ARTICLE IV

(1) The Government of the United Kingdom and the Government of the Democratic Republic of the Sudan shall share equally the cost of return passages to Britain by Sudanese Airways for trainees who are officers of the Government of the Democratic Republic of the Sudan but not for their families. For such trainees the Government of the United Kingdom shall also meet the costs of:

- (a) conveyance in the United Kingdom between the ports of arrival and departure and the place of training and any necessary incidental expenses;
- (b) training fees, and the cost of essential books and equipment within such limits as the Government of the United Kingdom shall determine;
- (c) a maintenance grant (or special daily allowance in the case of a residential course), payable monthly, to cover basic living expenses. A reduced grant is payable in the event of a prolonged stay in hospital;
- (d) an allowance in appropriate cases for the purchase of warm clothing, which may be supplemented after a year in cases of longer periods of training.

(2) Financial provisions in respect of other trainees sponsored for technical assistance training awards by the Government of the Democratic Republic of the Sudan shall be subject to separate arrangements.

ARTICLE V

(1) The Government of the United Kingdom shall arrange for trainees to be given suitable training in the United Kingdom and shall look after their welfare, and give help with such matters as finding accommodation.

(2) The Government of the United Kingdom may terminate the training of, and withdraw all assistance (other than the provision of an immediate return passage) from a trainee who in the opinion of the Minister of Overseas Development has misconducted himself or is not benefiting satisfactorily from the training provided. Before exercising such a right the Government of the United Kingdom shall inform the Government of the Democratic Republic of the Sudan. The course of training in the United Kingdom shall not be changed from that requested except with the prior written consent of both Governments.

(3) The Government of the Democratic Republic of the Sudan shall make such arrangements as may be appropriate to enable trainees to continue to meet their financial obligations in the Democratic Republic of the Sudan.

TECHNICAL ASSISTANCE OFFICERS

ARTICLE VI

The Government of the United Kingdom shall use its best endeavours to provide at its expense except as otherwise provided in Article XVIII suitable persons (hereinafter called "technical assistance officers") to advise the Government of the Democratic Republic of the Sudan and other bodies and authorities in the Democratic Republic of the Sudan in any field of civil activity leading to the social or economic development of the country, and to undertake related executive or training duties, or to execute specific projects of a complete and short-term nature requiring expert knowledge and experience.

LONG-TERM TECHNICAL ASSISTANCE OFFICERS

ARTICLE VII

(1) A long-term technical assistance officer is one who is to stay in the Democratic Republic of the Sudan for more than four months.

(2) For each long-term technical assistance officer provided under Article VI the Government of the United Kingdom shall pay:

- (a) all salary (including leave salary) and, except as otherwise provided in the Agreement, all allowances accruing to the technical assistance officer as a consequence of his service in the Democratic Republic of the Sudan under arrangements made in accordance with the provisions of this Agreement;
- (b) the cost of travel to and from the Democratic Republic of the Sudan for the technical assistance officer and, at the discretion of the Government of the United Kingdom, his family;
- (c) the cost of shipping to and from the Democratic Republic of the Sudan specialist equipment required by the technical assistance officer and the personal and household effects of the technical assistance officer and his family, including incidental expenditure connected therewith;
- (d) such allowances, additional to those payable under sub-paragraph (3) below, as the Government of the United Kingdom may determine.

(3) The Government of the Democratic Republic of the Sudan shall pay for each long-term technical assistance officer subsistence allowances at the rates payable in similar circumstances by the Government of the Democratic Republic of the Sudan to expatriate officers of comparable status in its own service upon first arrival and upon departure from the Democratic Republic of the Sudan at the end of the assignment; during the technical assistance

officer's periods of residence in a hotel in the absence of accommodation referred to in paragraph (1) (a) of Article VIII of this Agreement and during official journeys in the Democratic Republic of the Sudan.

ARTICLE VIII

(1) For each long-term technical assistance officer provided under Article VI of this Agreement the Government of the Democratic Republic of the Sudan shall provide:

- (a) housing with hard furnishing for the technical assistance officer and his family or the payment of rent allowance at a rate to be agreed from time to time between the two Governments to enable him to acquire suitable furnished accommodation. Housing and furnishings provided shall be of the same standard as those provided for expatriate officers of the Government of the Democratic Republic of the Sudan of comparable status whose terms of appointment specify an entitlement to housing and shall be rent-free. Water, telephone, and electricity charges in respect of such housing shall be the responsibility of the technical assistance officer;
- (b) local support for the work of the technical assistance officer, including office and/or laboratory space with all the normal facilities thereof, secretarial service and/or laboratory assistance and free postage and telecommunications facilities for official purposes;
- (c) local transport for official journeys of the technical assistance officer to the same extent as provided for expatriate officers of the Government of the Democratic Republic of the Sudan. For official journeys made by the technical assistance officer in his personal motor car, mileage allowance shall be paid by the Government of the Democratic Republic of the Sudan at the same rates as are paid to its expatriate officers travelling by private car on official duty;
- (d) transport within the Democratic Republic of the Sudan between the technical assistance officer's duty station and the points of arrival and departure of the technical assistance officer, his family and their personal and household effects;
- (e) medical and dental services and facilities for the technical assistance officer and his family to the same extent as provided for expatriate officers of the Government of the Democratic Republic of the Sudan and their families;
- (f) assistance on clearance through customs of special equipment required by the technical assistance officer and the personal and household effects of the technical assistance officer and his family.

(2) In addition the Government of the Democratic Republic of the Sudan shall allow each technical assistance officer to take such leave during his service in the Democratic Republic of the Sudan as shall be agreed and specified in the terms of reference relating to his assignment.

ARTICLE IX

(1) The Government of the Democratic Republic of the Sudan shall exempt each long-term technical assistance officer provided under Article VI of this Agreement from:

- (a) personal levies;
- (b) rates (other than rates specifically levied for the purpose of a public utility) payable to local authorities;
- (c) income tax or any other tax, payable under Sudanese legislation, or calculated in relation to: income in respect of the emoluments paid to each long-term technical assistance officer by the Government of the United Kingdom for his services in the Democratic Republic of the Sudan under arrangements made under this Agreement and any other income (not being income which accrues within the Democratic Republic of the Sudan) received in or brought into the Democratic Republic of the Sudan by the technical assistance officer or his wife or children living with him.

(2) Items, whether new or used, of agreed personal and household effects including one motor vehicle, imported in the Democratic Republic of the Sudan by each long-term technical assistance officer on first entering the Democratic Republic of the Sudan, shall be exempt from customs duty, provided that if any such articles are disposed of in the Democratic Republic of the Sudan within a period of three years otherwise than to a person who, in the exercise of customs franchise privileges, is entitled to purchase such articles free of customs duty, customs duty shall be payable by the technical assistance officer on such articles at the time of disposal at the rate required by law. For the purpose of this paragraph the reference to the importation of an article includes a reference to its purchase in the Democratic Republic of the Sudan prior to clearance through the customs.

(3) The Government of the Democratic Republic of the Sudan shall reimburse each long-term technical assistance officer for any damage to or loss of personal and household effects resulting from civil commotion.

SHORT-TERM TECHNICAL ASSISTANCE OFFICERS

ARTICLE X

(1) A short-term technical assistance officer is one who is to stay in the Democratic Republic of the Sudan for four months or less.

(2) For each short-term technical assistance officer provided under Article VI of this Agreement the Government of the United Kingdom shall pay:

- (a) all salary and allowances accruing to the technical assistance officer as a consequence of his service in the Democratic Republic of the Sudan under arrangements made in accordance with the provisions of this Agreement, other than those allowances provided for in Article XI below;

(b) the cost of travel to and from the Democratic Republic of the Sudan for the technical assistance officer, his personal effects and essential equipment;

(c) such allowances, additional to those payable under sub-paragraph (3) below as the Government of the United Kingdom may determine.

(3) The Government of the Democratic Republic of the Sudan shall pay for each short-term technical assistance officer subsistence allowance during official journeys in the Democratic Republic of the Sudan at the same rates as are payable by the Government of the Democratic Republic of the Sudan to expatriate officers of comparable status in its own service.

ARTICLE XI

(1) For each short-term technical assistance officer provided under Article VI of this Agreement the Government of the Democratic Republic of the Sudan shall provide:

(a) such accommodation or daily allowance (normally 25 per cent of the hotel bill for accommodation and meals) as may be arranged between the Government of the United Kingdom and the Government of the Democratic Republic of the Sudan as being appropriate. If the technical assistance officer is housed in fully furnished quarters or in a Government hostel, no rent shall be charged to him. Water, telephone and electricity charges in respect of such quarters shall be his responsibility;

(b) local support for the work of the technical assistance officer including office and/or laboratory space with all the normal facilities thereof, secretarial services and/or laboratory assistance, and free postage and telecommunications facilities for official purposes;

(c) local transport for official journeys of the technical assistance officer to the same extent as provided for expatriate officers of the Government of the Democratic Republic of the Sudan. For official journeys made by the technical assistance officer in his personal motor car, mileage allowance shall be paid by the Government of the Democratic Republic of the Sudan at the same rates as are paid to its own expatriate officers travelling by private car on official duty;

(d) transport within the Democratic Republic of the Sudan between the technical assistance officer's duty station and the points of arrival and departure for the technical assistance officer and his personal effects;

(e) medical and dental services and facilities for the technical assistance officer to the same extent as provided for expatriate officers of the Government of the Democratic Republic of the Sudan.

(2) A short-term technical assistance officer shall not normally be expected to take any paid leave of absence on normal working days during his period of service in the Democratic Republic of the Sudan.

ARTICLE XII

(1) The Government of the Democratic Republic of the Sudan shall exempt each short-term technical assistance officer provided under Article VI of this Agreement from:

(a) personal levies;

(b) rates (other than rates specifically levied for the purpose of a public utility) payable to local authorities;

(c) income tax or any other tax payable under Sudanese legislation on, or calculated in relation to, income in respect of the emoluments paid to each short-term technical assistance officer by the Government of the United Kingdom for his services in the Democratic Republic of the Sudan under arrangements made under this Agreement, and any other income (not being income which accrues within the Democratic Republic of the Sudan) received in or brought into the Democratic Republic of the Sudan by the technical assistance officer.

(2) Items, whether new or used, of personal effects imported into the Democratic Republic of the Sudan by a short-term technical assistance officer during his stay shall be exempt from customs duty; provided that if any such articles are disposed of in the Democratic Republic of the Sudan otherwise than to a person who, in the exercise of customs franchise privileges, is entitled to purchase such articles free of customs duty, customs duty shall be payable by the technical assistance officer on such articles at the time of disposal at the rate required by law. For the purpose of this paragraph the reference to the importation of an article includes a reference to its purchase in the Democratic Republic of the Sudan prior to clearance through the customs.

(3) The Government of the Democratic Republic of the Sudan shall reimburse each short-term technical assistance officer for any damage to or loss of personal effects resulting from civil commotion.

GENERAL

ARTICLE XIII

(1) The terms of reference of each assignment for which a technical assistance officer is provided in accordance with the provisions of this Agreement shall be specified in arrangements made for each individual technical assistance officer.

(2) The Government of the United Kingdom after consultation with the Government of the Democratic Republic of the Sudan shall have the right to recall any technical assistance officer at any time. In the case of recall, the

Government of the United Kingdom shall make every effort to obtain replacement for the recalled technical assistance officer if the Government of the Democratic Republic of the Sudan so request.

(3) Each technical assistance officer, although employed by Government of the United Kingdom, shall be subject to the instructions of the Government of the Democratic Republic of the Sudan in carrying out his assignment.

(4) Each technical assistance officer shall be allowed, subject to normal immigration formalities, to be accompanied by his wife and dependent children.

ARTICLE XIV

The Government of the Democratic Republic of the Sudan shall exempt from import and export duties and other public charges any equipment imported by the Government of the United Kingdom by agreement with the Government of the Democratic Republic of the Sudan for the use of technical assistance officers provided under this Agreement in the performance of their duties and any furniture and household equipment imported by the Government of the United Kingdom for the officer's use. In the event equipment which has entered the Democratic Republic of the Sudan exempt from customs duties made under the Article being sold or disposed of by the Democratic Republic of the Sudan to a person or organisation not entitled to customs franchise privileges, the Government of the United Kingdom shall pay the duty on equipment so disposed of at the rate required by law.

ARTICLE XV

(1) The Government of the Democratic Republic of the Sudan shall bear all risks and claims resulting from, occurring in the course of, or otherwise connected with any action performed or omission made in the course of their duties by technical assistance officers provided under this Agreement. Without restricting the generality of the preceding sentence, the Government of the Democratic Republic of the Sudan shall indemnify the Government of the United Kingdom and the technical assistance officers and hold them harmless against any and all liability, suits, action demands, damages, costs or fees on account of death, injuries to person or property, or any other loss resulting from or connected with any act or omission performed in the course of their duties.

(2) The Government of the United Kingdom shall endeavour to the best of their ability to ensure that if the Government of the Democratic Republic of the Sudan meet any claim in accordance with the provisions of paragraph (1) of this Article, the Government of the Democratic Republic of the Sudan shall be entitled to exercise and enforce the benefit of any right of set-off, counter-claim, indemnity, contribution or guarantee which a technical

assistance officer may have in respect of the act or omission for which the Government of the Democratic Republic of the Sudan meets such claim. In the event of the Government of the Democratic Republic of the Sudan taking advantage of this paragraph and thereby recovering a sum greater than its liability to the Government of the United Kingdom or to a technical assistance officer under paragraph (1) of this Article it shall account to the Government of the United Kingdom or, as the case may be, to the technical assistance officer for the balance.

(3) The Government of the Democratic Republic of the Sudan shall if requested by the Government of the United Kingdom or by a technical assistance officer conduct on behalf of the Government of the United Kingdom or the technical assistance officer any litigation arising out of acts or omissions referred to in paragraph (1) of this Article. The Government of the United Kingdom shall place at the disposal of the Government of the Democratic Republic of the Sudan any information in its possession or render any other assistance required for the handling of any case to which paragraph (1) of this Article refers.

ARTICLE XVI

(1) Technical assistance officers provided under the terms of this Agreement shall while in the Democratic Republic of the Sudan:

- (a) be accorded the same exchange facilities, in particular the right to remit money to their home country, as are accorded to officials of comparable rank forming part of a diplomatic mission; and
- (b) be given the same repatriation facilities in time of national or international crises as are provided for diplomatic missions.

GIFTS OF EQUIPMENT

ARTICLE XVII

The Government of the United Kingdom are ready to consider the provision of gifts, but not for individual ownership, of British equipment, whether for training, research, or such other purpose as may be approved, and single copies of books required for technical training or applied research, provided such equipment or books are required in connection with or as a result of the assignments of United Kingdom technical assistance officers requested by the Government of the Democratic Republic of the Sudan. The Government of the United Kingdom shall meet the cost of transporting such equipment to the Democratic Republic of the Sudan and the Government of the Democratic Republic of the Sudan shall be responsible for its installation and for customs clearance and transportation within the Democratic Republic of the Sudan.

STAFF FOR GOVERNMENT POSTS AND PUBLIC
CORPORATIONS, ETC.

ARTICLE XVIII

(1) The Government of the United Kingdom shall consider requests supported by the Government of the Democratic Republic of the Sudan to fill cadre posts carrying executive responsibilities in Government service, public corporations, registered co-operative societies and non-profit-making voluntary organisations which are providing public services in the Democratic Republic of the Sudan. Such staff if available shall be supplied for periods not exceeding three years to fill "key" posts, training posts and posts responsible for development planning.

(2) The Government of the United Kingdom shall if possible recruit and employ persons to fill cadre posts and place them at the service of the corporation or organisation in question. The Government of the United Kingdom shall pay their salary (including leave salary) and the cost of their passages and the transport of their baggage to and from the Democratic Republic of the Sudan.

(3) The Government of the Democratic Republic of the Sudan shall undertake either:

- (a) to ensure that an amount is reimbursed to the Government of the United Kingdom equal to the basic emoluments payable to a citizen of the Democratic Republic of the Sudan occupying the post for the period in question; or
- (b) to ensure that an amount is reimbursed to the Government of the United Kingdom equal to the basic emoluments payable to an expatriate occupying such a post for the period in question.

In each case the Government of the Democratic Republic of the Sudan shall ensure that Articles VIII, IX, XIII, XIV, XV and XVI of this Agreement shall be applied to such persons.

(4) The contracts of such staff shall provide that during the period of the engagement they shall not undertake any other employment, paid or unpaid, without the permission of the Government of the United Kingdom and the Government of the Democratic Republic of the Sudan.

CONSULTANCY SERVICE AND SURVEYS

ARTICLE XIX

(1) At the request of the Government of the Democratic Republic of the Sudan the Government of the United Kingdom shall if possible provide consultancy services, either by a United Kingdom firm or consortium of firms or an appropriate Governmental or other body in the United Kingdom, to undertake feasibility studies of projects or other preliminary investigations or to provide other services.

(2) The Government of the United Kingdom shall engage the firm or other appropriate organisation and unless otherwise agreed in particular cases, shall meet the fees and other sterling charges involved. The Government of the Democratic Republic of the Sudan shall provide at their own expense local administrative facilities (such as transport, office accommodation and secretarial assistance), local technical facilities (such as access to local records, the services of technicians or laboratory facilities) and local labour. The extent of the local facilities to be provided and all other necessary arrangements apart from those provided for in this Agreement shall be a matter for negotiation between the Government of the United Kingdom and the Government of the Democratic Republic of the Sudan in each case before the consultancy services are arranged.

(3) All persons carrying out any consultancy or survey arranged under the provisions of this Article shall, if not ordinarily resident in the Democratic Republic of the Sudan be entitled to benefit of the privileges specified in Article IX of this Agreement.

(4) Paragraphs (1), (2) and (4) of Article XIII, Article XIV and Article XVI of this Agreement shall apply *mutatis mutandis* to persons carrying out any survey or consultancy arranged under this Article if they are not ordinarily resident in the Democratic Republic of the Sudan.

(5) Any equipment imported for use in any survey or consultancy arranged in accordance with the provisions of this Article shall enter the Democratic Republic of the Sudan free of customs duty. In the event of such equipment being disposed of in the Democratic Republic of the Sudan to a person or organisation not entitled to customs franchise privileges, the person or body importing the equipment shall pay duty on the equipment disposed of at the rate required by law.

RESEARCH

ARTICLE XX

(1) The Government of the United Kingdom shall consider giving support to research projects to be carried out in the Democratic Republic of the Sudan by means of financial contributions to the cost of investigations of particular problems in the field, a research institute, support of a research project in a university, or other projects of a similar nature. To qualify for such assistance a research project must broadly satisfy the following criteria:

- (a) it must be directed to the gathering of new knowledge or the development of new techniques and the practical application of such knowledge and techniques in trials;
- (b) it must be directly related to the Democratic Republic of the Sudan's needs and likely to be of benefit to its social or economic development in the foreseeable future.

(2) The extent of the contribution of the Government of the Democratic Republic of the Sudan, in cash or in the form of services, shall be a matter for negotiation in each case.

SMALL CAPITAL GRANTS

ARTICLE XXI

(1) The Government of the United Kingdom shall consider applications for small amounts of capital to help to meet the cost of buildings, including local costs and equipment, for projects which are essentially of a technical assistance character and which can be made effective only if a certain amount of capital is provided at the same time. Such projects would normally be schemes involving the supply of United Kingdom technical assistance officers or teachers.

(2) The Government of the Democratic Republic of the Sudan shall make such contributions towards the capital cost of each project as may be agreed in each case. Its contribution shall not normally be less than fifteen per cent of the total cost and may be made in cash and/or local services.

(3) Small capital grants shall not normally exceed £50,000 (fifty thousand pounds sterling). In appropriate cases the contribution of the Government of the United Kingdom may be part of a larger scheme.

GENERAL

ARTICLE XXII

All facilities and privileges to be provided by the Government of the Democratic Republic of the Sudan in accordance with this Agreement shall, except where the context or a specific arrangement otherwise provides, be provided free of charge.

ARTICLE XXIII

The present Agreement shall enter into force⁽¹⁾ when the Government of the United Kingdom has received from the Government of the Democratic Republic of the Sudan written notification through the diplomatic channel that the necessary steps have been taken to give effect to the provisions of the present Agreement in the law of the Democratic Republic of the Sudan.

ARTICLE XXIV

Written notice of the termination of this Agreement may be given at any time by either of the Contracting Parties through the diplomatic channel. The termination shall take effect ninety (90) days after the date of receipt of such notification. In the event of such notice of termination being given, discussions may be held by the Contracting Parties concerning the completion or otherwise of projects and training begun, in accordance with the provisions of this Agreement.

⁽¹⁾ It was confirmed by the Contracting Governments in an exchange of Notes dated 23 November and 10 December that the Agreement should be regarded as having entered into force on 14 November, 1970.

In witness whereof the undersigned, being duly authorised by their respective Governments, have signed this Agreement.

Done in duplicate at Khartoum this day 4th of April 1970, in the English language.

ROBERT FOWLER

For the Government of the United Kingdom of Great Britain and Northern Ireland

A. K. MIRGHANI

For the Government of the Democratic Republic of the Sudan

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